

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Assignment		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
River Green Capital, LLC		02/08/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	River Green Investment Management, LLC		
Street Address:	9940 Highway 92		
City:	Woodstock		
State/Country:	GEORGIA		
Postal Code:	30188		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85337175	RIVER GREEN CAPITAL	
CORRESPONDENCE DATA			
Fax Number:	(770)516-1983		
Phone:	7705161999		
Email:	brandon@celello.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Brandon T. Bryson		
Address Line 1:	1170 Peachtree Street, NE Ste 1200		
Address Line 4:	Atlanta, GEORGIA 30309		
NAME OF SUBMITTER:	Brandon T. Bryson		
Signature:	/Brandon T. Bryson/		
Date:	02/17/2012		
Total Attachments: 2 source=Trademark Assignment-RG Capital#page1.tif source=Trademark Assignment-RG Capital#page2.tif			

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## TRADEMARK ASSIGNMENT

This Agreement is by and between **RIVER GREEN CAPITAL, LLC** ("Assignor") and **RIVER GREEN INVESTMENT MANAGEMENT, LLC** ("Assignee");

**WHEREAS**, on June 3, 2011 the Assignor submitted for consideration a trademark application for the following mark: **RIVER GREEN CAPITAL** (the "Trademark"). Said mark is pending approval by the United States Patent and Trademark Office with the application serial number being 85337175.

**WHEREAS**, Assignee wishes to acquire the entire rights, title, and interest in the Trademark;

**NOW, THEREFORE**, in consideration of the above promise and of the mutual covenants and understandings contained herein,

**NOW**, the Parties agree as follows:

1. **Assignment.** Assignor does hereby irrevocable assign to Assignee all rights, title, and interest (including, but not limited to, all registration rights with respect to the Trademark, all rights to prepare derivative marks, all goodwill, and all other rights) in and to the Trademark.
2. **Representations and Warranties.** Assignor represents and warrants to Assignee:
  - (a) Assignor has the right, power, and authority to enter into this Agreement;
  - (b) Assignor is the exclusive owner of all right, title, and interest, including all intellectual property rights, in the Trademark;
  - (c) The Trademark is free of any liens, security interests, encumbrances, or licenses;
  - (d) The Trademark does not infringe on the rights of any person or entity;
  - (e) There are no claims, pending or threatened, with respect to Assignor's rights in the Trademark;
  - (f) This Agreement is valid, binding, and enforceable in accordance with its terms; and
  - (g) Assignor is not subject to any agreement, judgment, or order inconsistent with the terms of this Agreement.

3. **Entire Agreement.** This Agreement contains the entire understanding and agreement between the Parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations, or warranties between them respecting the subject matter hereof.
4. **Amendment.** This Agreement may be amended only by a writing signed by both Parties.
5. **Severability.** If any term, provision, covenant, or condition of this Agreement, or the application thereof to any person, place, or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement and such term, provision, covenant, or condition as applied to other persons, places, and circumstances shall remain in full force and effect.
6. **Agreement to Perform Necessary Acts.** Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.
7. **Governing Law.** This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the State of Georgia.

ASSIGNEE

ASSIGNOR

MARC CEELLO  
[NAME]

TIM TORCHIA  
[NAME]

[SIGNATURE] 2/8/12  
[TITLE]  
MGR

[SIGNATURE] MGR  
[TITLE]

Sworn to and subscribed before me this  
8 day of February, 2012.

[SIGNATURE]  
Notary Public, State of Georgia  
ANGELA TAGLIAPIETRA  
COBB COUNTY, GEORGIA  
SEPTEMBER 30, 2015

Sworn to and subscribed before me this  
8 day of February, 2012.

[SIGNATURE]  
Notary Public, State of Georgia  
ANGELA TAGLIAPIETRA  
COBB COUNTY, GEORGIA  
SEPTEMBER 30, 2015

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